



## **Kendrick School**

# **Lettings Policy and Agreement**

**Approval Date: November 2022**  
**Next Review Date: November 2024**

<b>Version: LET V1 2020</b>	
<b>Version: LET V2 2022</b>	

# Lettings Policy

## Introduction

The school premises will be made available to members of the local community when they are not required by the school.

Consideration will be given to all applicants, but the Trustees reserve the right to refuse such applications if they deem them to be for an unsuitable use of Kendrick's premises.

In respect of charges for use of Kendrick premises, a scale of charges will operate and these are reviewed annually.

## School Use

No charges will be incurred for use of the premises by the Trust Body, Kendrick Parents' Society, the School itself or for certain purposes with the special agreement of the Resources Committee, provided that the facilities used are left at least as clean as they were found.

## Staff, Trustees and Trustee Use

No charges will be incurred by staff, Trustees and Kendrick trustees that use school premises in return for the time and services given by to the school, however priority will always be given to external hirers wishing to hire school facilities in order to maximise school revenue.

All users will be encouraged to check that the facilities are left clean and tidy.

Staff and trustees undertake to make good, to the satisfaction of the governing body, any damage arising from the letting.

## Lettings – Application Process

An application form for the use of the school must be completed by all organisations that wish to hire the school facilities during the week or at weekends (See attached form and for fees which apply to commercial lettings). Casual hirers are permitted to use the facilities on an ad-hoc basis. All users must comply with school procedures, act responsibly and follow Health and Safety legislation. (See Hirers' Responsibilities below)

When an enquiry is received regarding the hire of facilities the following information **must** be issued to the person/organisation making the enquiry:

- (a) Scale of Charges with concessions available
- (b) Condition of Hire
- (c) Application Form

An application form must be completed in full, the declaration completed and signed

The individual completing the declaration and signing the form will be seen by the Academy as having the legal rights to enter into a contract and as such when the application form is received will become a binding contract, on acceptance by the school. All electronic submissions will be accepted with a printed name, providing a confirmation email is received confirming understanding of the terms and conditions.

## **Accessibility**

Kendrick School is fully committed to the responsibilities placed on schools in the **Special Educational Needs and Disability Act 2001** and accepts its definition of a disabled person as someone who has:

“a physical or mental impairment which has a substantial and long-term effect on his or her ability to carry out normal day-to-day activities.”

Kendrick School will ensure that wherever practicable, reasonable adjustments are made for disabled students, staff and external users of school facilities.

## **Roles and Responsibilities**

### **Kendrick School Responsibilities**

- a) Ensuring all required rooms are available, along with all necessary equipment and furniture on the agreed date(s).
- b) Ensuring staff are available for the duration of the letting and the site is opened and closed.
- c) Ensuring staff have emergency contact details and fully understand the emergency plan processes.
- d) Ensuring Health and Safety of staff/visitors/site is maintained at all times
- e) Ensuring the security of the site at all times and if necessary arrange security guards.
- f) Completing a risk assessment

### **Hirers' Responsibilities**

- a) Ensuring compliance with conditions of hire
- b) Ensuring room is appropriate for need
- c) Ensuring if the activity involves children and/or vulnerable adults all DBS checks are in place
- d) Ensuring if the activity involves teaching/coaching all relevant insurance, DBS checks and coaching certificates are in place
- e) To report any incidents to the staff on duty as soon as possible.
- f) To understand the emergency procedures and the evacuation plan and ensure all attendees are fully aware
- g) Comply at all times with the Health and Safety requirements of the Academy
- h) Where necessary maintain a register of attendees
- i) Ensuring appropriate arrangements are in place to welcome all attendees

## **Insurance**

Clubs, Societies and Associations not directly associated with the school must carry sufficient third party liability insurance. Hirers must therefore provide evidence of their insurance policy, which the school will check to ensure that the level of cover adequately meets the school's requirements. (£2.5 million Public Liability Insurance; £10 million Property Insurance, excluding fire, or accidental damage). A copy will be retained by the school as evidence.

Insurance Policies will be checked at the start of the hiring contract by the school and approved thereafter by the Trustees on an annual basis.

## Booking Conditions

The following conditions will apply to all bookings:

- The hiring of facilities does not include car parking, as parking on site is limited and cannot be guaranteed. Access to the school is via East Street and London Road entrances. All cars are parked at owners' risk.
- No parking is permitted prior to or after the use of facilities/activity.
- No parking of cars will be permitted in the area to the front of the school except by prior arrangement.
- The lessee and their agents undertake to follow, at all times, the directions of Staff and Trustees whilst they are on the premises.
- Lessees and their agents may not use any school facilities except those which have been agreed prior to booking. Caretakers do not have the authority to make any alterations to this.
- All lettings will finish by 2300 hrs unless prior arrangement has been reached for a later finishing time.
- All lettings/charges will be reviewed by the Resources Committee annually for the start of the financial year.
- This policy will be reviewed every two years.

## Youth Policy

The school will request a copy of the Club/Society's Youth Policy where applicable.

## First Aid

Clubs/Associations are required to make their own arrangements for First Aid facilities. It is the responsibility of the person organising the booking to make sure that they have sufficient first aid equipment with them during their letting. A fridge is available for ice packs. An attendant on shift will be on hand to assist.

## Invoicing and Payment Procedures

Block bookings will be invoiced on a monthly basis retrospectively with BACS payments being the preferred method of remittance.

Casual hirers must pay in advance preferably by bank transfer. Payments against invoices can be made prior to or at the time of hiring by BACS or cheque. At present the school is unable to accept payment by debit or credit card on reception. In certain circumstances a deposit may be required before block bookings are confirmed. All payments will become due within 30 days of the date on the invoice. **Failure to comply with this may result in the cancellation of the booking without further notice.**

## Cancellations

The school reserves the right to cancel a letting:

- On rare occasions the school needs to use its own facilities. In this event the school will endeavour to give a minimum of 7 days notice to the hirer and seek to offer alternative accommodation/facilities.
- If there is a breakdown to any of the facilities required for their particular letting the school will not charge and will endeavour to notify the hirer as soon as possible and cannot accept any liability.

- Should a hirer fail to turn up for a pre booked activity without advance notification of at least 7 days, then charges will apply.
- Should there be any concerns under Health and Safety, the school reserves the right to cancel the letting.
- Should it be considered by the school that the hirer is not making health and safety arrangements, the withdrawal of facilities will take place immediately until such time satisfactory arrangements have been agreed and are in place.

## **Safeguarding**

The Hirer shall ensure that where a hiring involves activities aimed predominantly at children, and/or the activity is positively supported by the school for the attendance of children, they have appropriate safeguarding policies and procedures in place and that they, themselves and those persons likely to have contact with children, have been subject to Enhanced Disclosure and Barring Service checks. The Trustees reserve the right to require the Hirer to produce evidence that enhanced DBS checks have been carried out on all persons and to review safeguarding policies and procedures and to impose any additional requirement they consider appropriate in connection with the hiring. If for any reason the Trustees are not satisfied then they reserve the right to cancel any hiring and there shall be no liability to the Hirer other than to refund any hiring fee or deposit paid

## KENDRICK SCHOOL, READING

APPLICATION FOR THE HIRE OF SCHOOL ACCOMMODATION AND EQUIPMENT BY INDIVIDUALS, FIRMS AND COMPANIES. CONTRACTS ARE NOT ENTERED INTO WITH A CLUB. IF A HIRING IS REQUIRED ON BEHALF OF A CLUB THE CONTRACTING PARTIES SHALL BE THE SCHOOL AND AN OFFICER OF THE CLUB AND THE HIRER SHALL BE LIABLE TO THE SCHOOL FOR ALL DEBTS THAT SHALL ARISE UNDER THIS AGREEMENT.

IN CONSIDERATION OF KENDRICK SCHOOL AGREEING TO LET ME THE UNDERSIGNED:

Insert name, address and occupation:

.....  
.....  
.....

the following accommodation:

State number of rooms/accommodation: .....

Plus any additional equipment (e.g. School Piano/Radio etc. Shower facilities where applicable. Please specify).

.....  
.....

State the purpose: .....

State the number of people expected to be on site during the letting: .....

Insert date(s) and hours:

On ..... from the hour of ..... to ..... @ £ .....

EMAIL ADDRESS:..... CONTACT TELEPHONE NO:.....

I HEREBY AGREE:

1. To hire and use the said accommodation/equipment in accordance with Kendrick School's Regulations and Charges;
  2. That I fully understand the position concerning Insurance;
  3. That the School may at its discretion demand full payment of its charges or part thereof in advance be it before or during the duration of this agreement whereupon I shall pay the School's charges on demand;
  4. That I have read, understood and shall observe and fulfil all the following conditions:
    - a) The hirer agrees that all requirements relevant to the letting will be complied with including obtaining any necessary licence, (e.g. for the sale of intoxicating liquor) and that all personnel employed by the hirer or involved in the activity concerned will be advised of these conditions;
    - b) I understand that the school has a No-Smoking Policy which includes the whole of the school site both internal and external;
    - c) Seven clear days' notice is required in the event of the need to cancel a booking. If due notice is not given, the hirer will be required to pay the full hire charge;
    - d) The hirer must ensure that a responsible person will be present on the premises at all times during the period of the letting;
    - e) The hirer accepts full responsibility for any damages to or theft of the School's property occurring during the period for which the premises are hired;
    - f) Any cleaning undertaken which, in the opinion of the officers of the school, occurs as a result of the hiring and outside the scope of the agreed hire charge, will be charged to the hirer at the appropriate rate;
    - g) Kendrick School accepts no responsibility whatsoever and howsoever caused, for the loss of personal property brought into or left in the premises during the letting, unless the loss or damage arises as a direct result of the negligence of the school, its servants or agents;
    - h) If the hirer discovers a hazard in regard to access to school premises or the equipment to be used, he/she should take action to make the Headteacher or Facilities Manager aware of the hazard;
    - i) The hirer agrees that no equipment will be used without the approval of the Headteacher or the Facilities Manager, and that the installation of the hirer's equipment will be carried out by competent personnel;
    - j) The hirer accepts that he/she should familiarise himself/herself with the position of telephones, escape routes, fire alarms and fire fighting equipment. Notices regarding the procedures in relation to action in the event of fire should also be studied and the information disseminated;
    - k) The hirers agrees to indemnify or compensate the school against all claims, actions and liabilities arising from the use of the premises including, where appropriate, from the use of the swimming pool by the hirer, apart from claims and actions arising through the negligence of the school, its servants or agents;
    - l) The hirer further agrees to effect Third Party insurance against any liability, loss, damage, demand or proceedings whatsoever, caused during or by circumstances arising from related to or connected with the hire of the premises on the following basis:
      - (i) Accidental bodily injury including death to third parties and further in respect of damage to their property - £2.5 million;
      - (ii) Accidental damage caused by fire to the premises on hire - £10 million;
      - (iii) Accidental damaged caused to the premises on hire other than by fire - £1 million.
    - m) In accordance with Clause 1, the hirer agrees to pay an additional insurance premium of 10.25% for regular hirers based upon the hire charge in respect of the above insurance conditions, unless the hirer can demonstrate that the hirer's own insurance cover satisfies the specified conditions. Where the hire does not form part of a regular hire, i.e. on a weekly or monthly basis, then a minimum charge of £2.60 will apply or 10.25%, whichever is the greater. Where this charge is levied, the hirer should note that there is a £50 excess in respect of paragraph l(iii) hereof.
  5. The school reserves the right to cancel a letting:-
    - (i) If the school needs to use its own facilities;
    - (ii) If there is a breakdown to any of the facilities required for that particular letting;
    - (iii) If there are any health and safety issues arising which either put the school's property, staff, pupils or other users of the facility at risk.
-

SIGNATURE OF APPLICANT : .....  
(where applicant is an individual)

OR

AUTHORISED SIGNATORY : .....  
(where applicant is a firm or company)

POSITION : ..... DATE: .....

WITNESSED BY : .....

NAME OF WITNESS : .....

ADDRESS : .....

OCCUPATION : .....

The account in respect of payment for the hire of the said accommodation/equipment should be forwarded to:-

.....

.....

If the applicant is a firm this Agreement must be signed by a partner of the firm. If the applicant is a limited company this Agreement must be signed by a director or the secretary of the company. This form to be returned to Kendrick School at least 7 days before the proposed date of the letting.